

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
AQUATIC FACILITIES MANAGEMENT
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 21-015)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, SEPTEMBER 2, 2021,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for **AQUATIC MANAGEMENT SERVICES (PUR 21-015)** in strict accordance with the specifications.

The City of Stockton (City) is seeking Requests for Proposals (RFPs) from qualified Non-Profit Organizations to provide comprehensive, Aquatics Management Services. The list of sites includes, but may not be limited to, Brooking Park Pool, Oak Park Pool, Sousa Park Pool, and Holiday Park Pool.

Proponents shall be required to provide qualifications, proposed programs and schedules, samples of specified deliverables, and other related materials as part of the proposal submittal.

Proposal forms and specifications are available on the City's website at www.stocktonca.gov/adminbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton or electronically to city.clerk@stocktonca.gov, up to but not later than, **Thursday, SEPTEMBER 2, 2021, at 2:00 p.m.**

The City reserves the right to reject any and/or all proposals received.

Information on Process/Clarification

Jeff Molloy Procurement Division
(209) 937-8352
e-mail: stocktonbids@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: August 5, 2021

ELIZA GARZA
CITY CLERK OF THE CITY OF STOCKTON

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PROPONENT'S CHECKLIST

Did You:

- * ___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 28 to 30 AND PLACE IN THE FRONT OF YOUR PROPOSAL):
 - * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * ___ Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
 - * ___ Sign the "Proponent's Covenant" form. **Include (with proposal) name and e-mail address for City contact, if different from signatory.**
 - * ___ Include your proposal, as outlined in these specifications.
 - * ___ Submit one (1) ORIGINAL (unbound, no staples) and FOUR (4) COPIES of all proposal documents. Additionally, submit one (1) USB with an electronic version of the proposal. Proponent may submit electronically to city.clerk@stocktonca.gov.
 - * ___ Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
 - * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to city.clerk@stocktonca.gov before September 2, 2021, at 2:00 p.m. Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
- A) **"RFP – AQUATIC MANAGEMENT SERVICES"**
B) **PUR 21-015**
C) **SEPTEMBER 2, 2021**

CONTACT INFORMATION:

Information on Process/Clarification
Jeff Molloy, Procurement Division (209) 937-8352 e-mail: stocktonbids@stocktonca.gov

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

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1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide AQUATIC MANAGEMENT SERVICES (PUR 21-015) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on THURSDAY, SEPTEMBER 2, 2021, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and FOUR (4) copies of the proposal shall be submitted. Additionally, submit one (1) USB with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, " AQUATIC MANAGEMENT SERVICES for the City of Stockton (PUR 21-015)." Or submit electronically to city.clerk@stocktonca.gov. Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

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1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Proponent must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the RFP or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this RFP.

1.7 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential proponent of any material changes by posting on the City's website. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or

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clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid . Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.8 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.9 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFP or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.10 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this RFP shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: Jeff Molloy
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by **August 19 2021**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid by **AUGUST 26, 2021**, and will become a part of the

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RFP. The proponent should await responses to inquiries prior to submitting a proposal.

1.11 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of proponent's proposal/Proponent's bid submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.12 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or

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operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.14 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

Proponent must possess all necessary licenses to perform the work specified within these documents.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.15 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit B.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.*

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

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1.16 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

1.17 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.18 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.19 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

1.20 TERM

Three-year term with one (1) two-year option to renew.

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1.21 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify City of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.22 FUNDING

Any contract which results from this RFP will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant Agreement for convenience at any time by mailing a notice in writing to the Contractor.

1.24 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.25 PROPOSAL SECURITY

Every proposal offered shall be accompanied by an acceptable financial instrument (proponent's bond, certified or cashier's check) in favor of and payable to the City of Stockton for an amount not less than N/A. A proponent's bond shall be executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than N/A and no proposal shall be considered unless accompanied by such certified or cashier's check or proponent's bond.

If proponent elects to accompany their proposal with a proponent's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said proponent shall fail, neglect, or refuse to enter into a contract to said equipment, materials or services, then the amount therein

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mentioned in the proponent's bond accompanying the proposal of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said service, equipment or material, as hereinbefore provided within thirty (30) days of award, then the cashier's check, or certified check and the amount therein mentioned, accompanying the proposal of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying proponent has accompanied their proposal with a proponent's bond, appropriate legal action to collect the proponent's bond shall be undertaken.

As information, the City will **NOT** accept company or personal checks for proposal security.

1.26 CONTRACT BONDS

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of **N/A** which shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.27 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.28 AWARD

Upon conclusion of the RFP process, a contract may be awarded for AQUATIC MANAGEMENT SERVICES for the City.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all

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proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.29 LIQUIDATED DAMAGES

Liquidated damages in the amount of N/A dollars per day will be assessed per each working day over the N/A allotted for this project.

1.30 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.31 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.32 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

1.33 PRE-PROPOSAL JOB WALK

The City will hold two (2) job walks. The first job walk will be on Thursday, **August 12, 2021** and the second will be on Tuesday, **August 17, 2021**. Both job walks will be held at 3537 Alvarado Avenue, Stockton, CA 95204 (Oak Park) and begin promptly at 11:30 a.m. In light of COVID 19, the City will follow all CDC and San Joaquin County Health guidelines.

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1.34 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

N/A

1.35 PROPONENT'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.36 Protest Policy

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues, and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award .
6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

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B. Protest Review

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's , the decision is mailed to the protesting party.
3. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation .
5. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
6. If the protested procurement involves state or federal funds , the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, proposers , and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist noted in Section 1.10 of this document.

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2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton anticipates operating four (4) City owned public swimming pools for the 2022 swim season. The City is seeking proposals for staffing, operations, daily maintenance, supervision, and management of the City's Aquatic programs for a three-year (3) term with one (1) two-year (2) option to renew.

2.1 SCOPE OF SERVICES

Proponents are asked to prepare a proposal for all activities, a statement of fee required for each pool, and provide references for other similar aquatic assignments.

2.1.1 AQUATIC FACILITIES

Brooking Park Pool, 4514 Nugget Avenue, Stockton, CA 95207
Oak Park Pool, 3537 Alvarado Avenue, Stockton, CA 95204
Sousa Park Pool, 2900 Yellowstone Avenue, Stockton, CA 95205
Holiday Park Pool, 5710 Kermit Lane, Stockton, CA 95207

All City pools typically open for the season Memorial Day weekend and remain open until Labor Day weekend. Pools are open six (6) days a week (Tuesday through Sunday) during the season. After Labor Day, pools will only open on weekends and holidays.

The City may change or amend the aquatic property list and negotiate additional facility locations at a future date.

2.2 FACILITY RESPONSIBILITIES

2.2.1. START UP

Operator shall be required to:

1. Prepare and submit Annual Pre-Season Site Evaluation and Recommendation Report for each facility. These reports shall be submitted to the City no later than March 1st for each year of the agreement. Operator shall tour and review the conditions of all bathhouses, supply rooms, restrooms, pool decks, pool shells, ladders, security cameras, safety equipment, and fencing. These reports shall provide a complete evaluation of current facility conditions and a comprehensive list of recommended improvements.

City will provide, at the City's cost, a water quality vendor responsible for pool maintenance, operation and water quality systems. However, Operator shall be knowledgeable of aquatic pumps,

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chemical and filtration system, vacuum equipment and hoses, chemical feeders, system monitors, and backwash. Operator shall meet with water quality vendor, annually.

2. Set up each facility for swim season, completely clean interior and exterior of pool houses/ancillary buildings, clean bathrooms, check fixtures, pressure wash exterior surfaces, and complete a separate request for any additional work to be done by City.
3. Prepare for usage of all moveable equipment (e.g., tables, chairs, umbrellas, lifeguard chairs, lane lines).
4. Confirm phones and phone lines are in working order.
5. Test all pool equipment with water quality vendor in April and confirm with the City everything works according to the City provided water quality vendor specifications. Operator shall provide annual reports for each facility no later than two (2) weeks prior to opening indicating any tasks that need to be addressed in order to successfully open the swim season.
6. Confirm safety equipment meets all San Joaquin County Health Department requirements. Operator shall submit requests for new safety equipment to the City. If City deems necessary, City will procure replacement safety equipment.
7. Schedule a walkthrough inspection with San Joaquin County Health Department's water quality representative and City staff for each pool at least two (2) days prior to opening day.
8. Manage facility keys (check in and out) according to City Policy (Key Issuance Procedures and Accountability 1.1 – 004) Exhibit D.

2.2.2 FACILITY OPERATIONS – SWIM SEASON

The Operator shall be responsible for the following duties:

1. Unlock/disarm facility at opening, re-arm alarm and lock facility upon closing, and answer alarm calls during "off" hours.
2. Complete and document a daily safety check of the entire facility.
3. Check water and chemical levels, clean filters, skimmers, vacuum pool, and check all systems daily.
4. Dedicate appropriate staffing prior to opening and after closing to the public to complete daily and weekly tasks.
5. All poolhouse areas (office, hallways, restrooms, etc.) shall be swept and vacuumed daily before opening to the public.
6. Operator shall be required to collect all garbage and debris from the premises including all offices, restrooms, hallways, storage areas,

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- etc. Operator shall also collect all garbage and debris in the surrounding area within 25 feet of entry.
7. Primary cleaning of facilities will occur when the facility is closed to the public daily.
 8. All outdoor areas must be swept/blown clean daily before opening.
 9. Operator shall maintain safety equipment (e.g., life preservers, first aid, automatic external defibrillators, and related equipment.) and report any safety equipment deficiencies to the City within one (1) business day.
 10. Operator shall meet with City weekly.
 11. Operator shall maintain a copy of all work orders, pump/chemical logs, and reports submitted to City. Work orders, logs and reports will be reviewed during weekly meetings with the City.
 12. Operator shall maintain a complete log of all incident reports, pull outs, rescues, and injuries. All circumstances and staff present shall be documented. Operator shall communicate all incidents to City before close of the business day.
 13. Operator shall document all partial-day closures and full-day closures (due to weather or emergencies) . All closures shall be reported to the City as soon as reasonably possible.
 14. Operator shall maintain water quality logs during open hours and communicate deficiencies to water quality vendor and city before the close of the business day.
 15. Operator shall notify water quality vendor and city of repairs of water quality equipment or issues at facility before the close of the business day.
 16. Operator shall provide all replacement first aid materials and janitorial supplies (trash bags, paper towels, soap, toilet paper, cleaners, and light bulbs).
 17. City shall be responsible for all the payment of all utilities, including gas, electricity, water, garbage service, telephone service.
 18. Pool chemicals required to maintain water quality standards during open hours shall be provided by the water quality vendor at the City's expense.
 19. Operator shall provide annual Management, Marketing, and Financial Plans for each facility
 20. Operator shall provide an annual operator inventory report detailing 100% of City and Operator equipment on site.
 21. City will grant Operator exclusive rights to sell food and merchandise at facility at sole cost and expense of Operator. Concession licenses shall be clearly posted. Operator must report all income and pay all taxes in accordance with city, state and federal guidelines.

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2.2.3 STAFFING RESPONSIBILITIES

1. Operator shall designate a Certified Pool Operator (CPO) Lifeguard as Pool Manager to supervise each facility. This position will be responsible for the staffing, management, supervision, and operation of the facility.
2. Operator shall provide lifeguard supervision for public swimming, swim lessons, swim team practices, swim meets, all organized pool activities including rentals and private uses. All lifeguards must have a current Lifeguard Training Certificate, CPR, and First Aid Certification on file and available for viewing. Operator shall provide City proof of all certifications before first scheduled work shift.
3. Operator shall provide and maintain reasonable and adequate staffing levels as provided for overall health and safety operations at each facility. Operator shall maintain personnel and staff that will meet or exceed the certification standards set by the American Red Cross while meeting local and state department of public health requirements for each position.
4. In all aspects, operator must maintain a minimum of two lifeguards for each shift of fifty (50) attendees or less. One (1) additional lifeguard is required for every twenty-four (24) people in attendance. Pool manager may count as one of the two minimum guards. Lifeguards will be responsible for the safety of the pool patrons and the safety and cleanliness of the facilities (including bathrooms).
5. In addition to item 4 above, Operator shall provide one staff to monitor entrance, greet patrons, check/clean bathrooms hourly, collect fees, and provide spot inspections of all areas of the facility at hourly intervals. This individual must be CPR and First Aid Certified.
6. Operator must include a copy of training and hiring practices for lifeguards and pool manager with proposal. Operator must document effective communication regarding training, evaluation, and disciplinary policies and procedures for lifeguards and pool managers.
7. Operator must include a copy and description of weekly skills tests and in-service training for lifeguards. Operator shall administer and document a skills tests for all lifeguards. Upon request, Operator shall allow City staff to be present during skills tests.
8. A company officer or manager shall observe each pool manager's performance at least once per week.
9. Operator shall comply with City Administrative Directive HR-40 (Fingerprinting Of Applicants, Employees, Interns, Temporary Agency Employees, And Volunteers Applying For And Holding Position With The City Of Stockton), California Public Resources

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Code section 5164, California Education Code section 10911.5, California Penal Code sections 11105,11105.3, 13300, and verify each employee has a complete background check before starting work on site. Documentation will be audited by City.

10. Operator shall post certifications from County Health Department.
11. City may require additional rules and regulations be enforced by Operator. Rules and regulations may vary by aquatic facility.
12. Operator shall provide a weekly summary of employees that worked at each site each week.

2.2.4 PROGRAMMING

1. Operator shall provide City a Program Plan for each facility which provides hours of operation, days of operation, type of activities each day by scheduled period (recreational/open swim, family swim, swim lessons, water aerobics, lap swim, swim team activities, water safety classes, lifeguard training, special events and private rentals). The program plan shall be provided no later than May 1st of each year of the agreement.
2. Operator shall provide weekly and monthly participation reports for actual daily use for all facilities (inclusive of swimmers and spectators) including number of rentals, schedule of programs and program fees, listing of programs offered. Statistics should show daily use, summarized weekly and totaled monthly. Monthly participation reports shall be delivered to the City by the 10th of the following month. Weekly participation reports shall be delivered to the City by the following Wednesday.
3. Pool rentals and parties may be scheduled outside of regular public operational, programming, and swim team hours. Revenue sharing with the City from such activities will be negotiated.
4. Operator, with City's consent, may close the facilities during inclement weather. Operator shall reopen facility if, and when the weather improves.
5. Operator shall provide guidance and signage for each facility (e.g., minor attendance, minimum swim standards, safety standards, emergency contacts).
6. If Operator plans to operate a summer camp in conjunction with the pool, a detailed staffing and program plan must show how the programs are YMCA and swim related and demonstrate adequate supervision and support. Pools shall not be closed to the public during Operator camp programs.

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2.2.5 SEASON CLOSURE ACTIVITIES

1. Operator shall tour the facility with City representative and water quality vendor to review and inspect facility and equipment..
2. Operator shall clean and sanitize the pool house areas, restrooms, all interior and exterior spaces, storage areas, decks, etc.
3. Operator shall neatly stack and organize supplies. Operator may keep supplies in the pool house storage area neatly for the life of the agreement. Materials and supplies left at termination of the agreement will become property of the City of Stockton.
4. Post-Season Closure Report. Operator shall provide a Post- Season Closure Report. Operator, water quality vendor and City representative will tour and review all bathhouses, pool decks, pool shells, review pump/chemical/filtration system reports, vacuum equipment/hoses, ladders, chemical feeders, pumps, monitors, fencing, pool enclosures, backwash and filters, safety equipment, and provide essential pool equipment feedback for the next season. This report shall be submitted to the City two (2) weeks after the tour.
5. Keys must be returned during the final walkthrough at close of agreement or at termination of each employee. Operator shall be charged to rekey each facility if all keys are not returned to the City by season close.

2.2.6 HEALTH AND SAFETY STANDARDS

1. Operator shall maintain accident and incident reports and notify City immediately of any occurrence. Operator is not authorized to speak to media regarding any incident on site, and all media requests must be immediately forwarded to the City's Public Information Officer.
2. City will supply one first aid kit and one automatic external defibrillator (AED) per facility, and Operator must maintain supplies in accordance with local health department requirements.
3. Operator shall provide a copy of their Company safety plan which includes the number of safety meetings during swim season, how often safety inspections are performed, and nature of safety orientation for new employees.
4. Operator shall maintain a complete file of all public comments, complaints, and incidents. Suggestions and complaints must be provided to City weekly.
5. Operator shall meet or exceed all local, state, and national health and safety standards, and maintain the pool enclosure in a clean, and safe condition, always.

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6. Operator shall participate in a complete aquatic review program by an agency such as American Red Cross, Ellis, and Associates, etc. The review must be completed by the same organization that provides the First Aid and CPR certificates. The aquatic review program should be included in the proposal.
7. Operator shall provide City copies of all pool rules, participation waivers, etc.
8. Operator shall notify City about signage requirements, both mandated and optional (rules).

2.2.7 MINIMUM QUALIFICATIONS

- A. Legally capable of doing business in the City of Stockton, State of California.
- B. Must have a Non-Profit organization status and current business license.
- C. Extensive and recent experience managing, and operating aquatic facilities.

2.28 CITY RESPONSIBILITIES

1. City will provide access to aquatics facilities.
2. City will provide water quality vendor, first aid kit, defibrillator and emergency equipment.

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3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and FOUR (4) copies of your proposal/qualifications. Additionally, submit one (1) USB with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed. Proponents may choose to email their submissions to city.clerk@stocktonca.gov.

3.0.1 Minimum Experience Qualifications Summary

Submit a cover letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the persons to contact who will be authorized to represent your firm.

3.0.2 Management/Method of Operation/Marketing

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide services and programs to the City and describe in detail your procedures and management techniques.

Explain firm's experience and qualifications. Including a profile of organization, legal structure, principal officers, names of members of the board of directors, including telephone numbers and email addresses. Provide a list of facilities currently operated by organization. Explain how you create community excitement about aquatic facilities. Outline history of experience in aquatics. Attach copies of brochures or print information about the organization.

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This must describe the overall management goals and vision of team. Describe management and operational approach and include a plan for pre-opening, timeline of critical milestones, policies and procedures, and other operational items listed in scope. This should include some data regarding qualifications and experience providing management and operations. Highlight excellent approach to health and safety. Include a copy of training and hiring practices for lifeguards and pool manager with proposal. Please document effective communication regarding training, evaluation, and disciplinary policies and procedures for lifeguards and pool managers. Include a copy and description of weekly skills tests and in-service training for lifeguards. Please provide copies of pool rules, participation waivers.

Identify how the facilities will be marketed, with an overview of marketing and promotional concepts, approach to scheduling and advertising facilities and events, list of relationships provided by operator to support marketing plan, and sponsoring opportunities to support the facilities.

3.0.3 References

Provide a minimum of three (3) of reference. Please include current e-mail addresses and phone numbers of a individuals who may be contacted regarding performance.

3.0.4 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein. Plan for each facility with subsidy by pool clearly identified. Include Profit/Loss statement for each pool showing five – year plan. Narrative explaining how deficits will be funded with line item including City subsidy if any. Include fee schedule for each pool.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

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3.0.5 Corporate Structure, Organization

Describe how your Non-Profit firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-contractors. Designate key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

Provide a plan that outlines the organizational chart, staffing titles, salary ranges. Include resumes of key personnel.

3.0.6 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

Fee Schedule will outline 100% of revenue and expenditures for each facility. The fee schedule should clearly identify the management fee and cost charged to the City to have operator operate and manage the facility. There will be no billable costs outside of this annual fee. This management fee schedule should include pre-season and post-season operating activities, insurance, administrative fees, overhead, incidental costs.

3.0.7 The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

3.0.8 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and
Supplementary graphic material

3.0.9 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.10 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.11 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

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- 3.0.12 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City. Proponent may submit electronically to city.clerk@stocktonca.gov.
- 3.0.13 Operator must include a copy of training and hiring practices for lifeguards and pool manager with proposal.
- 3.0.14 Operator must include a copy and description of weekly skills tests and in-service training for lifeguards.
- 3.0.15 Operator must include aquatic review program in the proposal. If possible, please identify who will issue the aquatic review certificate in the proposal.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide AQUATICS MANAGEMENT SERVICES. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal will then be further scrutinized through financial analysis and reference checks.

Proposals shall be evaluated according to; demonstrated understanding of tasks required, technical approach to aquatics operations, qualifications of staff, experience of company, demonstrated knowledge of best practices for aquatics facilities, and budget/financial proposal. Proper format and demonstrated experience will merit consideration.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent's ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;

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3. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent's Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENTS

- A) RFP – AQUATIC MANAGEMENT SERVICES
- B) PUR 21-015
- C) Bid Opening Date SEPTEMBER 2, 2021

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

CITY OF STOCKTON
REQUEST FOR PROPOSAL (RFP)

CITY OF STOCKTON
REQUEST FOR PROPOSAL (RFP) 21-003

PROPONENT'S COVENANT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

NON-COLLUSION

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,
designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit A:
Insurance Requirements for Recreation Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury, and sexual abuse and molestation coverage with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.

2. Automobile Liability (AL): ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: *"Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request."* Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT B - SAMPLE CONTRACT

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and ("Contractor") to provide as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: _____ Terminates on: _____

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions CARES (If applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.
CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.): _____

Authorized Signature _____ Date _____

Printed Name and Title of Person Signing _____

Address _____

CITY OF STOCKTON

Harry Black, City Manager _____ Date _____

ATTEST:

Eliza R. Garza CMC, City Clerk _____

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY: _____

(Rev. 7.30.20)

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

1.1 (Type the Project objectives)

2. Project Scope

2.1 (Type the Project Scope in detail including location of Work, resources, equipment and facilities needed.)

3. Specifications

3.1 (If applicable and the project has specifications, insert the specifications into this section.)

4. Major Deliverables

4.1 (Type the major deliverables in detail)

5. Tasks That Support the Deliverables

5.1 (In detail, describe the Tasks that support the deliverables and which party will complete them.)

6. Internal and External Standards and Guidelines

6.1 (If applicable and the project has internal and/or external standards or guidelines, insert them into this section.)

7. Criteria of Acceptance for Deliverables

7.1 (Type criteria used to determine whether deliverables are acceptable, how they will be accepted, and who will accept them.)

8. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____

City: City of Stockton Attn: City Manager
425 N. El Dorado Street Stockton, CA 95202

9. Key Personnel

(If applicable, type the name and contact information Key Personnel working on the Project.)

10. Option to Renew

(If an option to renew is applicable, keep this clause and type the specifics as to how many renewal terms e.g. two one-year renewals, etc.)

The term of the Agreement may be extended up to _____ by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed ___ years.

SAMPLE

EXHIBIT B

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

Exhibit B: Insurance Requirements for Professional Services

SAMPLE

EXHIBIT C

GENERAL TERMS AND CONDITIONS

Goods, Equipment and Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

City Assistance, Facilities, Equipment and Clerical Support. Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

Compensation. City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

Sufficiency of Contractor's Work. All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

Ownership of Work. All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes

other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

Contractor's Status.

In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline,

hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

Subcontractor.

Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

Termination.

Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and

then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L.88-352), as amended; and all applicable regulations promulgated in

the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor’s business.

Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

Entire Agreement, Integration, and Modification.

This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

"Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

Time for Performance.

Contractor shall perform the services according to the schedule contained in Exhibit F. Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

Compensation

In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

Personnel

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to

copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$_____ (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 **Subcontractor Costs:** Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed _____%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1		\$
2		\$
3		\$
TOTAL PRICE		\$

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
		\$
		\$
		\$
		\$
		\$
		\$
		\$

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	\$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton _____ Department
Attention: _____
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 TIMELINE FOR COMPLETION OF WORK

1.1.1 (insert deliverable title) (insert duration i.e. 1 week)

1.1.2 (insert deliverable title) (insert duration i.e. 1 day)

1.1.3 (insert deliverable title) (insert duration i.e. 3 weeks)

SAMPLE

EXHIBIT: C HR40

Subject: FINGERPRINTING OF APPLICANTS, EMPLOYEES, INTERNS, TEMPORARY AGENCY EMPLOYEES, AND VOLUNTEERS APPLYING FOR AND HOLDING POSITIONS WITH THE CITY OF STOCKTON	Directive No. HR-40	Page 1 of 9
	Effective Date: 4/7/14	Revised from: 8/1/95 3/1/00 8/30/04 7/24/06 4/14/08

I. PURPOSE

- A. To provide a uniform policy and procedure for the administration of the City of Stockton Mandatory Fingerprinting Program, in accordance with California Public Resources Code section 5164, California Education Code section 10911.5, California Penal Code sections 11105, 11105.3, 13300, and any other applicable state and federal laws.
- B. To ensure that the City of Stockton, as an agency receiving criminal history information, complies with the requirements of the State of California, Department of Justice, Division of Criminal Justice Information Services.

II. POLICY

All applicants, employees, interns, temporary agency employees , and volunteers who meet the following conditions shall be subject to fingerprinting.

- A. Employees Having Direct Contact With Minors. It is the policy of the City of Stockton to obtain criminal history information for all prospective, as well as current, full-time (including provisional and temporary), part-time, volunteer (including the San Joaquin County Alternate Work Program or any other community service or volunteer organization), and contractual employees in any department who have direct contact¹ with minors. This requirement shall be a condition of employment for all employees who have direct contact with minors.

The City of Stockton will not hire or retain any person or permit any person to volunteer his/her services to work with children in any department who has been convicted of certain criminal offenses (disqualifiers), as specified in California Public Resources Code section 5164.

¹ "Direct Contact" is defined in section 11.B.

Subject: FINGERPRINTING OF APPLICANTS, EMPLOYEES, INTERNS, TEMPORARY AGENCY EMPLOYEES, AND VOLUNTEERS APPLYING FOR AND HOLDING POSITIONS WITH THE CITY OF STOCKTON	Directive No. HR-40	Page 2 of 9
	Effective Date: 4/7/14	Revised from: 8/1/95 3/1/00 8/30/04 7/24/06 4/14/08

8. Employees Performing Sensitive Duties. In addition, to implement Stockton Municipal Code Chapter 2.70, the City of Stockton will obtain criminal history information for all persons applying for positions that require the employee to:
1. Perform sensitive and/or fiduciary duties, such as handling public funds or confidential documents.
 2. Enter privately owned property, structures, or curtilages.
 3. Care for ill, injured, or incapacitated members of the public.
 4. Have access to a secure facility.
 5. Have direct contact with minors. "Direct contact with a minor" shall mean any of the following, in the course of paid or unpaid work:
 - a. The care, supervision, guidance, or control of a minor on any basis.
 - b. Close physical proximity to a minor on more than an "occasional" or "incidental" basis.
 - c. Talking face-to-face with or within eye contact of a minor on more than an "occasional" or "incidental" basis.

"Occasional" shall mean irregular or infrequent. "Incidental" shall mean occurring by chance or in isolation. If the job specifications for apposition requires contact with a minor on any basis, then the contact is neither "occasional" nor "incidental."
- C. The City of Stockton, in its discretion, may refuse to hire any person or permit any person to volunteer his/her services who has been convicted of any of the offenses (disqualifiers) specified in Appendix A of this policy.

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- D. In making any employment or retention decision based upon a disqualifier, the Director of Human Resources shall consider, among other factors: the employment classification to which the person is applying or being certified, including its sensitivity; the nature and seriousness of the conduct; whether there is a rational relationship between the employment duties and the nature of the conduct; the circumstances surrounding the conduct; the recentness of the conduct; the age of the individual at the time of the conduct; and the presence or absence of rehabilitation or efforts at rehabilitation.
- E. Submission of fingerprints, as specified in the sections above, shall be a condition of employment.
- F. This policy shall not apply to one-day events or programs.
- G. This policy shall be administered by and is the responsibility of the Director of Human Resources.

III. PROCEDURES

A. Administration of Criminal Offense Record Information (CORI).

1. The Human Resources Department shall enter into an agreement with the California Department of Justice for the purpose of electronically exchanging criminal offender information. This information shall be accessible only to designated individuals in the Human Resources Department, and the affected computer terminal shall be located in a secure area to provide protection from unauthorized access. CORI shall be made available to the City Auditor and designated members of his/her staff for the sole purpose of performance audits in accordance with Stockton Municipal Code section 2.70.020(8).

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- a. Security. Any questions regarding the release, security, and privacy of CORI shall be resolved by the Director of Human Resources.
 - b. Destruction. CORI shall be destroyed after the employment determination has been made, and copies of the CORI information will be destroyed in such a way that the employee's name can no longer be identified.
 - c. Dissemination. CORI shall be used only for the purpose for which it was requested; except that, the City Auditor shall have access to and shall examine CORI in connection with his/her duties under section 1501(d) of the City Charter.
 - d. Storage. CORI shall be securely maintained and accessible only to the Director of Human Resources or his/her designees and the City Auditor or his/her designees, who are committed to protect such information from unauthorized access, use, or disclosure.
 - e. Reproduction. CORI shall not be reproduced for secondary dissemination.
 - f. Subsequent Arrest Reports. Any Subsequent Arrest Reports for separated employees, volunteers, and contract personnel shall be immediately returned to the Department of Justice.
2. The Director of Human Resources and/or his/her designees who are involved in the administration of this policy, and the City Auditor and/or his/her designees who conduct performance audits, shall be fingerprinted and cleared by the Department of Justice prior to attaining access to CORI. Each employee given CORI access shall be fingerprinted and processed through the California Department of Justice. In addition, those employees shall execute a copy of the Employment Statement issued by the Department of Justice, which

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statement shall be maintained on file in the Human Resources Department.

- B. Fingerprint Procedures and Review of CORI. All applications for employment and requests to volunteer services, without exception, are to be made to the Human Resources Department.
1. All applicants for employment covered under this policy (as set forth in sections II. A and B, above), including part-time, volunteer, intern, temporary agency, and contract personnel, shall be provided with a fingerprint application and required to submit one set of fingerprints to the Department of Justice prior to the pre-employment physical examination. (Note: This requirement shall not apply to those concessionaires who contract with the Community Services Department solely to rent space to conduct their own business.)
 2. The applicant, volunteer, intern, temporary agency, or contract personnel shall hand-carry the fingerprint application, along with a valid California driver's license or identification card, to the Stockton Police Department Evidence Identification Section to complete the fingerprint process.
 3. Upon receipt of CORI, including Subsequent Arrest Information, the designated Human Resources employees shall review the information for any arrests or convictions for disqualifiers. If there are no disqualifiers, the clearance date shall be entered into the confidential database set up for this specific purpose. Upon the employee's separation from City service, the California Department of Justice shall be notified of the separation to ensure that Subsequent Arrest Notifications are no longer received.
 4. In the event CORI, including Subsequent Arrest Information, reveals disqualifiers, the Director of Human Resources shall evaluate the effect and potential effect of the employee's record of arrest on his/her position of employment, fellow employees, and the public in accordance with sections 11.B.2, above; and shall take appropriate

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action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer. No applicant for employment will be permitted to report for work until the Director of Human Resources, or his or her designee, has first determined from review of the CORI information that the applicant has no disqualifying convictions.

In addition, any employee, volunteer, intern, temporary agency or contract personnel who has direct contact with minors and for whom a disqualifier is subsequently revealed shall be subject to any one of the following actions:

- a. Transfer to a comparable position whose duties require no direct contact with children.
 - b. Reassignment to another department.
 - c. Placement back into a previously held position.
 - d. Termination.
5. The notice of rejection of application for employment or the notice of termination due to disqualifiers is the sole responsibility of the Human Resources Department. The Human Resources Department will immediately notify the Department of Justice that the affected applicant, employee, or volunteer has been rejected and that subsequent reports are not necessary.
 - 6.
 7. The appointing authority shall not make a hiring decision until after CORI has been received and reviewed by the Human Resources Department.
 8. The applicant, employee, or volunteer shall be responsible for reporting any conviction or arrest pending final adjudication to the Human Resources Department. If any conviction or arrest pending adjudication occurs while the employee or volunteer is working for the

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City, the employee or volunteer shall report that conviction or arrest to the Human Resources Department. Failure to report an arrest or conviction shall be grounds for disciplinary action, up to and including termination.

9. Employees transferring or promoting to positions covered under this directive shall have a right of reversion to a previously held position in the event subsequent arrest information reveals a disqualifier; EXCEPT THAT the City reserves its right to discipline an employee, up to and including termination, pursuant to the City Charter, Stockton Municipal Code, Civil Service Rules, collective bargaining agreements, and/or any applicable laws or regulations.

IV PENALTIES

- A. Misuse of CORI is a criminal offense, which may result in criminal or civil prosecution and may result in administrative action up to and including loss of access to information maintained by the Department of Justice and/or termination of employment, in accordance with City Charter sections 1201(a) and 1502, Administrative Directive No. HR-008, applicable memoranda of understanding, and/or the Civil Service Rules and Regulations.
- B. Any violation of this policy shall result in disciplinary action, up to and including termination from City service.

APPROVED:



KURT O.
WILSONCITY
MANAGER

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APPENDIX A

Convictions for which an applicant may be rejected, or for which refusal of certification for appointment, or termination of employment may result, are as follows:

Crimes Against Persons

- Murder (Penal Code § 187, *et seq.*)
- Voluntary manslaughter (Penal Code § 191.5, *et seq.*)
- Mayhem (Penal Code § 203, *et seq.*)
- Torture (Penal Code § 206, *et seq.*)
- Robbery (Penal Code § 211, *et seq.*)
- Assault and/or battery (Penal Code §§ 240, *et seq.*; 243, *et seq.*)
- Rape (Penal Code §§ 261-263; 269.)
- Kidnapping (Penal Code § 207, *et seq.*)
- Prostitution (Penal Code §§ 266-267)
- Lewd or lascivious acts (Penal Code §§ 288, 288.2)
- Indecent exposure (Penal Code § 314)
- Stalking (Penal Code § 646.9, *et seq.*)
- Registered sex offender (Penal Code § 290)
- Child abandonment (Penal Code § 271, *et seq.*)
- Contributing to the delinquency of a minor (Penal Code § 272, *et seq.*)
- Incest (Penal Code § 285)
- A criminal violation that is substantially similar in nature to any of the foregoing crimes against persons.

Crimes Against Property

- Arson (Penal Code § 451, *et seq.*)
- Theft/ Larceny (Penal Code § 484, *et seq.*)
- Burglary (Penal Code § 458, *et seq.*)
- Forgery (Penal Code § 470, *et seq.*)
- Embezzlement (Penal Code § 503, *et seq.*)
- Identity theft (Penal Code § 530.5, *et seq.*)

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- Extortion (Penal Code § 581, *et seq.*)
- A criminal violation that is substantially similar in nature to any of the foregoing crimes against property.

Crimes involving Controlled Substances

Any crime described in the California Uniform Controlled Substance Act (division 10, commencing with section 11350), except where consideration of such conviction for employment purposes is prohibited or otherwise limited by law per Labor Code § 432.8. Employers are prohibited from considering marijuana related convictions which are more than two (2) years old. Specifically, agencies may not consider marijuana related convictions for violations of subdivision (b) or (c) of section 11357 of the Health and Safety Code or a statutory predecessor thereof, or subdivision (c) of section 11360 of the Health and Safety Code, or section 11364, 11365, or 11550 as related to marijuana prior to January 1, 1976, or a statutory predecessor thereof.

Miscellaneous Crimes

- Perjury (Penal Code § 118, *et seq.*)
- Falsifying/Tampering with Evidence (Penal Code §§ 132-135.5)
- Falsifying public documents (Penal Code § 112, *et seq.*)
- Bribery (Penal Code §§ 68, 92, *et seq.*, 165)
- Money laundering (Penal Code § 186.9, *et seq.*)
- Bookmaking (Penal Code § 337a)
- Misappropriation of public funds (Penal Code § 424, *et seq.*)
- A criminal violation that is substantially similar in nature to any of the foregoing miscellaneous crimes.

EXHIBIT D

CITY OF STOCKTON COMMUNITY SERVICES DEPARTMENT POLICIES AND PROCEDURES

DIVISION 1: ADMINISTRATION MANAGEMENT	
SECTION 1: DESCRIPTION	
POLICY NO. 1-004	Key Issuance Procedure and Accountability
	EFFECTIVE 4/24/2000
	REVISED 3/15/2017

PURPOSE

To establish the procedure for issuance of City Community Services Department keys; responsibility for accountability and record keeping of all keys; and reduction in the number of keys issued and the replacement costs.

POLICY

Every effort will be made to issue keys when absolutely necessary for the operation of a City Community Services Department facility.

A member of the support staff is assigned as the Key Controller for the Department and will be the department head's designated representative. In his/her absence, key control will be handled by designated staff.

When temporary keys are issued for special use groups or programs it will be necessary for a representative to meet with full time staff prior to use. Opening and closing procedures and operation of the alarm system should be explained.

The user will be responsible to pay any fees incurred if the alarm system is not operated correctly and a special response is necessary.

When a key is issued to an outside contractor, vendor or consultant, the staff person responsible for the specific project will ensure that the key request form includes all current contact information and the person receiving the key is knowledgeable about the City's procedure prior to issuance. In addition, the City staff person will be responsible to obtain the key after completion of the project and that it is returned and checked back in according to the department procedure.

Under no circumstances are any City keys to be duplicated unless approved by the Community Services Director or his/her designee.

Employees should not loan assigned keys to another person unless authorized to do so by their supervisor for emergency reasons.

PROCEDURE
REQUESTS

All requests for keys and alarm access must be made in writing by a supervisor and given to the Key Controller. The "Key Request" (Exhibit A) will be processed by the following workday or immediately if urgent.

In order for the key request to be processed, the employee MUST appear in the KeyController's office and sign the key request form in-person. **NO KEY CARD WILL BE SENT OUT IN THE FIELD FOR SIGNATURE. All keys will be processed by the following workday for pickup by the employee.**

LOST KEY(S)

If a key is lost, immediately report it on a "Lost Key Report" form (Exhibit "A") and turn it in to the Key Controller. Supervisor will notify the Director of Parks and Recreation to determine if lock changes need to be done to prevent acts of theft/vandalism.

TERMINATION OF EMPLOYMENT

A full time employee, upon terminating employment, is required to turn in all key(s) to the Key Controller prior to receiving his/her last paycheck.

The supervisor is responsible to have an employee and/or contractor return key(s) prior to his/her last paycheck.

NON-COMPLIANCE

FAILURE TO ABIDE BY THESE ESTABLISHED POLICIES AND PROCEDURES WILL RESULT IN DISCIPLINARY ACTION.

Approved:

Community Services Director

EXHIBIT D-SECTION 1-004

KEY REQUEST		
LAST NAME	FIRST NAME	MIDDLE NAME
To KEY CONTROL DEPARTMENT: I request that the above person be issued a key to open		
<i>Signed</i>	<i>Position</i>	<i>Date</i>
<i>Approved by</i>	<i>Position</i>	<i>Date</i>
<i>BEST KEY CONTROL</i>		<i>G-271</i>

LOST KEY REPORT		
LAST NAME	FIRST NAME	MIDDLE NAME
To KEY CONTROL DEPARTMENT: This is to report the above named person has lost his or her key on _____ under the following circumstances:		
and requests that a replacement key be issued.		
<i>Signed</i>	<i>Position</i>	<i>Date</i>
<i>Approved by</i>	<i>Position</i>	<i>Date</i>
<i>BEST KEY CONTROL</i>		<i>G-276</i>